

THE UNITED REPUBLIC OF TANZANIA

MINISTRY OF HEALTH

PHARMACY COUNCIL

NOTICE FOR CHANGE OF MANAGEMENT OR PHARMACEUTICAL PERSONNEL OF A PHARMACY

(Regulation 17(1) of The Pharmacy Practice and the Conduct of Business of Pharmacy) GN No. 267)

Changes to be Made: Superintendent ☐ Other Pharmaceutical Personnel ☒

A. TO BE COMPLETED BY THE SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL AND OWNER

A.1. DETAILS OF THE PHARMACY

Name of the Pharmacy: CALVARYPhysical address: MBEZI Jua, KINODOWIStreet: MBEZI Jua, KINODOWIWard: MBEZI Jua, KINODOWIDistrict/Municipal: KINODOWIRegion: MBEZI Jua, KINODOWIFull Name: CATHERINE KAMISIU NKWEKAAddress: 6861Email: willieding@gmail.comPhone: 069214546PIN: 0405957

A.3. REASON(S) FOR CHANGE

My contract is finished

Time frame of notification: (As per Contract) 12 monthsSignature: [Signature]Date: 28/09/2024

A.4. OWNER'S DETAILS

Full Name: VICKY AMANI TEMURemarks: 0715 420383Signature: [Signature]Date: 21-09-2024

B. TO BE COMPLETED BY THE OWNER ONLY

B.1. NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL

Full Name: Samwel BAKARIPhysical address: Samwel BAKARIStreet: Samwel BAKARIWard: Samwel BAKARIDistrict/Municipal: Samwel BAKARIRegion: Samwel BAKARIDetails of Previous pharmacy: Samwel BAKARIName of Pharmacy: Samwel BAKARIFIN: Samwel BAKARIDistrict/Municipal: Samwel BAKARIRegion: Samwel BAKARI

B.2. QUALIFICATION DOCUMENTS OF THE NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL

Copies of registration certificate and valid license to practice

Contract Agreement/MOU

Commitment Letter

PERSONNEL (To be attached)

C. FOR OFFICIAL USE ONLY

INSPECTION/REGISTRATION OR ZONAL OFFICE

Recommendations:

Full Name: [Signature]Designation: [Signature]Signature: [Signature]Date: [Signature]

D. NOTE:

Failure to acquire the services of another superintendent/ Other Pharmaceutical Personnel within the mentioned time frame, shall lead to immediate closure of the premises as per Section 43 of the Pharmacy Act Cap 311.

NB: Other pharmaceutical personnel mean any pharmaceutical personnel apart from superintendent.





FOMU YA KUKIRI KUTEKELEZA MAJUKUMU YA MWANATAALUMA WA DAWA

KWENYE MAJENGO YA KITOLEA HUBUMA YA DAWA

(kutoka katika Kifungu No. 41 (1) (a) cha Sheria ya Famasi)

SEHEMU YA KWANZA: - TAARIFA ZA MWANATAALUMA

☐ MFAMASIA ☒ FUNDI DAWA SANIFU ☐ FUNDI DAWA MSAIDIZI ☐ PHARM. DISP

1. Jina la mwanataaluma. S. Miliwee BAHAYA PIN 04 04 399

2. Namba ya simu. 07536179 barua pepe Jamwe@vfu.ac.ug

3. Tarehe ya mwisho kuhisha jina (Retention) ... 4/04/2024

4. Je, umehusha taarifa zako kwenye mtumo kupitia tovuti ya baraza la famasi?

..... ☒ NDIYO, Sitakabadi Na. ☐ HAPANA (signup.php)

SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:

5. Wavelength λ is the distance between two consecutive crests or troughs of a wave.

taaliima ya dawa ngazi ya katika nakiri kwamba nitafanya

kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa lititwalo

FIN lililopo katika

Wilayah ya 13818011 MIKROH

DATE: 11/11/2023

UNIVERSITY OF CALIFORNIA, BERKELEY

PMW 1060000 IS 41060000 IN PMSP

Muhuri KNY:

02/05/2024

QUESTION:

RESEARCH AND ANALYSIS: THE RESEARCHER'S RESPONSIBILITY

MUNICIPAL MEDICAL OFFICER OF HEALTH

Handwritten signature: *[Signature]*

STANLEY KAPLAN

2023




03091307

11/11/11

3. 11. 2003



Registrar
Pharmacy Council

Expires on: 31 December 2024

Issued: 11 March 2022

Having complied with the provision of Section 26 of The Pharmacy Act, Cap 311
is entitled to practice as a **Pharmaceutical Technicians** upon the
terms and subject to the conditions set forth in the
aforesaid Act and its Regulations thereto.

PIN NO: 0404399

SAMWELI BAFAKA WILLIAMU

I Hereby Certify that

(Made under Sect. 26 of The Pharmacy Act No. 1 of 2011)

The Pharmacy Act

LICENSE TO PRACTICE



PHARMACY COUNCIL

THE UNITED REPUBLIC OF TANZANIA



NOTES: 1) This certificate affords immediate evidence of registration. In due course the name of the Pharmaceutical Technicians will be published in the list of Pharmaceutical Technicians published annually by the Council; and reference should thereafter be made to the current Published list for evidence as to continue enrollment.
2) This Certificate is not an evidence of the identity of its holder of the named above and must not be used as such.

Date: 25th March 2022
REGISTRAR

0404399			
11th March, 2022			
28th February, 2001			
Tanzanian			
P.O. Box 1380 Kigoma			
Diploma in Pharmaceutical Sciences			
Royal Training Institute			
2021			
Enrollment		Date of Birth	Place and Date of Qualification
PIN.			

*I hereby certify that the following is a true extract from the entry in the roll relating to enrolled pharmaceutical Technician details in respect of whom are set out below.

00003550
Certified as true copy of
original
19/04/2022
JUMAHIRO MSEEYA
Advocate/Notary Public
Dar-95-Salaam

Full Name: Samweli Baraka Wiliamwili
(Section 25 of the Pharmacy Act, CAP.311)

THE PHARMACY COUNCIL
CERTIFICATE OF ENROLLMENT

THE UNITED REPUBLIC OF TANZANIA



PHARMACY COUNCIL
DAR ES SALAAM

AGREEMENT FOR EMPLOYMENT OF PHARMACEUTICAL TECHNICIAN

This Agreement is made on this

21

day of

5 September 2024

BETWEEN

Nicky Amari Temu (Name) of P.O. BOX 3420 Region D. SALAM

(hereinafter referred to as the PROPRIETOR) the expression which includes his assignees, agents or his legal representative of his business.

AND

SAMUEL BARAKA WILLIAM enrolled Pharmaceutical Technician who will perform all the technical activities in the Pharmacy under pharmacist supervision (hereinafter referred to as the Pharmaceutical Technician).

WHEREAS the Proprietor operates a business of a pharmacist which is a regulated business under the Act.

WHEREAS in compliance with the Pharmacy "Pharmacy Practice" Regulation, 2012 the Proprietor wishes to engage the professional services of a Pharmaceutical Technician to his business,

WHEREAS the Pharmaceutical Technician is willing to offer professional services to the proprietor in lieu of remuneration for such services or such other terms and conditions as stipulated hereunder;

WHEREAS the proprietor and Pharmaceutical Technician are desirous to enter into an agreement, to support operation of a business of a pharmacist.

WHEREAS in the event that the superintendent pharmacist is part time available, the Pharmaceutical Technician shall be available at full time at the terms and conditions as hereinafter appearing;

WHEREAS the Parties agree to operate a business of a pharmacist styled as CALVARY (Retail) Pharmacy.

AND NOW WHEREFORE THIS AGREEMENT WITNESSED AS FOLLOWS:

1. Interpretation:

"Act" means the Pharmacy Act, Cap 311.

"Agreement" means the Agreement between the parties to operate a business of Pharmacist.

"Business of pharmacy or pharmacist" includes professional pharmacy practice and any activity carried on by a person in relation to medicines, medical devices or herbal medicines;

"Pharmacy" means any approved premises wherein or from which any services pertaining to the practice of a pharmacist is provided, and shall include a community Pharmacy, consultant Pharmacy, institutional Pharmacy or wholesale Pharmacy.

changing or transferring power of authority of owning of pharmacy to a third person during existence of its operation

2. Duration of Agreement

This Agreement shall be effective for a period of twelve (12) months, commencing from the 23 day of SEP 20 2024 to 22 day of SEP 20 25

3. Commencement of Supervision

The Pharmaceutical Technician shall commence technical assistance of the above named Pharmacy on the 23 day of SEP 20 2024

4. Obligation of the Parties:

4.1 The Proprietor:

The proprietor shall have the following duties and responsibilities: -

4.1.1 The PROPRIETOR shall pay Monthly salary/ emoluments of TZS. 300,000/- (Three hundred thousand) payable monthly to the PHARMACEUTICAL TECHNICIAN upon discharging his duties and functions as per this Agreement. At any event, the salary shall not be paid in advance.

4.1.2 The salary/ emoluments shall be net of any applicable taxes and/or deductible employment benefits and shall be paid monthly and no later than the 1st day of the following month.

4.1.3 Comply with the Laws, Regulations, Guidelines and standards prescribed by the Pharmacy Council and other relevant authorities.

4.1.4 Implement and ensure that standards required for pharmacy and pharmaceutical properties are maintained in high level at all times.

4.1.5 Hire other pharmaceutical personnel for providing services or dispensing personnel recognized by the Pharmacy Council.

4.1.6 Apply adequate funds necessary to rehabilitating or modifying the present premises and maintaining the modern pharmacy practice.

4.1.7 Follow up and implement on matters advised by a Pharmaceutical Technician and approved by Superintendent on professional and matters related to provision of good pharmaceutical services.

4.1.8 Shall ensure pharmaceutical services are provided with due care.

4.1.9 Shall ensure all proper records are maintained and managed well.

4.1.10 Shall ensure the use of reference and other relevant materials whenever necessary for provision of pharmaceutical services and operations.

4.1.11. Shall report to the Pharmacy Council on poor attendance, service provided or malpractices done by the Pharmaceutical Technician.

4.1.11 Shall purchase and ensure availability of all necessary tools for pharmacy operations are in place, i.e Superintendent log book, PC logo, dispensing register, ledgers etc.

4.1.12 Shall not interfere with the performance of professional matters in the premises or cause non-performance of professional services in the pharmacy.

4.1.13 Shall ensure all purchases or procurement and deliverables of pharmacy items are signed by a superintendent.

4.1.14 Perform any other duty as the Council may determine from time to time.

4.2 The Pharmaceutical Technician;

At a salary or emolument stipulated in clause 4.1.1 of this Agreement, the Pharmaceutical Technician shall, with all commitment and professional diligence, take the necessary steps to establish and efficiently perform the duties according to their **scope of practice** to the said pharmacy, dealing in Pharmaceuticals.

The Pharmaceutical Technician under personal supervision of a pharmacist
Shall have the following duties and obligations: -

4.2.1 Shall implement and ensure that standards required for pharmacy and pharmaceutical properties are maintained in high level at all times.

4.2.2 Shall ensure services are provided under his/ her physical supervision.

4.2.3 Shall manage and undertake all technical and professional matters in the pharmacy under supervision of a pharmacist.

4.2.4 Shall facilitate capacity building to all pharmaceutical personnel that supervises the pharmacy.

4.2.5 Shall provide pharmaceutical services with due care.

4.2.6 Shall ensure all proper records are maintained and managed in accordance to good pharmacy practice standards.

4.2.7 Shall ensure all availability of all necessary reference and other relevant materials necessary for provision of pharmaceutical services and operations are in place.

4.2.8 Shall report to the Pharmacy Council on any malpractices or violations done by the Proprietor.

4.2.9 Shall ensure all availability of all necessary tools for pharmacy operations are in place.

4.2.10 Must ensure that whoever is on duty shall appear on a white coat and name tag on it.

4.2.11 Shall ensure all certificates (Business permit, premise registration, copy of certificates of pharmaceutical personnel any other certificates from other are conspicuously displayed in the premises.

4.2.12 Shall ensure medicines, medical supplies and other pharmacy items are properly arranged and kept in compliance with good pharmacy practice standards.

4.2.13 Shall perform any other duty as the council may determine.

5. Termination

Unless otherwise terminated by either party, this Agreement shall be terminated upon expiry of the contract.

This agreement may be terminated by mutual agreement between both parties and or any party upon issuing a written notice of three (3) months to the other party of his intention to terminate this contract

The written notice shall be addressed to the other part and copy shall be submitted to the Registrar, Pharmacy Council for notification.

Notification of termination of the contract to the Registrar shall be accompanied with reasons of termination.

The Parties agree that the Council shall not be obligated to issue another notice of termination but a closure order as per the Act.

6. Dispute Settlement

6.1 In the event of dispute in connection with this agreement both parties will make every effort to resolve the matter amicably.

6.2 If amicable settlement becomes impossible, then, an aggrieved party may seek legal remedy.

6.3 Nothing in clause 6 (6.1) and (6.2) shall prevent the Proprietor or PharmaceuTICAL Technician from initiating or proceeding to The Commission for the Mediation and Arbitration (CMA).

7. Costs
The Proprietor shall meet the cost of drawing up this Agreement.

8. The laws of Tanzania hereto shall govern the validity, construction and interpretation of this agreement and the rights and duties of the parties.

9. The Pharmacy Council will accept additional clauses but this Agreement is a generic contract for guidance only.

IN WITNESS WHEREOF the parties hereto have duly signed and sealed this presents on the date and in the manner herein after appearing.

Signed and delivered by the parties at this 21 day of 588 20 24

SIGNED and DELIVERED

By the said VICKY ANANI TEWA

Who is known to me personally/

Introduced to me by BRUCE BAKA WILLIAM

This 21 day of September 2024

In the presence of:

Name: SIXMUND LONGINUS

Designation: ADVOCATE

Signature: 21st day of September

Date:



PROPRIETOR

[Signature]

SIGNED and DELIVERED

By the said BRUCE BAKA WILLIAM

Who is known to me personally/

Introduced to me by SEMUEL BAKA WILLIAM

This 21st day of September 2024

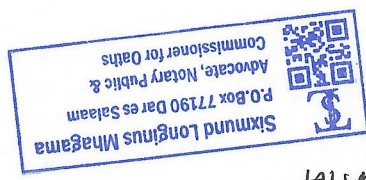
In the presence of:

Name: SIXMUND LONGINUS Mhagama

Designation: ADVOCATE & Commissioner for Oaths

Signature: 21st day of September 2024

Date:



PHARMACEUTICAL
TECHNICIAN

[Signature]